

IN THE JUSTICE OF THE PEACE COURT OF
THE STATE OF DELAWARE, IN AND FOR NEW CASTLE
COUNTY COURT NO. 13

PLAINTIFF
CARLETON COURT ASSOCIATES LP
C/O ROBIN CHEESEMAN
100 KMBERTON DRIVE
NEWARK, DE 19713

V. CIVIL ACTION: JP13-09-003710

DEFENDANT
WILLIE MAE WRIGHT
1604 SOUTHWAY DRIVE
NEWARK, DE. 19713

ORDER

Trial de novo held May 4, 2009. Plaintiff present represented by Robin M. Cheeseman, pursuant to Supreme Court Rule 57. Defendant present pro se.

Plaintiff sued for possession of the residential unit located at 1604 Southway Drive, Newark, Delaware 19713 and \$1,699.76 unpaid rent and late fees. Defendant stated that she does owe rent, but she had held it in escrow and not paid it to the Plaintiff due to a discrepancy of \$1,000.00. She stated that she attempted to contact the Plaintiff several times about discussing the disputed amount to no avail.

Carleton Court testified that Ms. Wright has not paid rent for December 2008 through the present.

They admitted that they could not justify the claim for April and May 2008, which had been included in their 5-day letter to Ms. Wright, but that Ms. Wright has not attempted to make rental payments since December 2008. Her last payment was for November 2008.

Ms. Wright testified that she made rental payments in early 2008 pursuant to a stipulated judgment orders from a previous Court case. She believed that Carleton Court had not credited her account properly and since she also believed that she could not get Carleton Court to discuss the dispute without drastic action, she stopped paying rent.

FINDINGS

The Court finds that Ms. Wright did not have the right to refuse to make payments in an attempt to get Carleton Court to talk with her. Therefore, she owes Carleton Court rent from December 2008 through the present. In addition, the Court finds Carleton Courts account ledger for Ms. Wright and the previous Stipulated Judgment to be confusing and ambiguous. Therefore, the Court finds the circumstances of this case to be a good faith dispute pursuant to 25 *Del C.* § 5716

§5716. Stay of proceedings by tenant; good faith dispute.

When a final judgment is rendered in favor of the plaintiff in a proceeding brought against a tenant for failure to pay rent and the default arose out of a good faith dispute, the tenant may stay all proceedings on such judgment by paying all rent due at the date of the judgment and the costs of the proceeding or by filing with the court an undertaking to the plaintiff, with such assurance as the court shall require, to the effect that defendant will pay such rent and costs within 10 days of the final judgment being rendered for the plaintiff.

At the expiration of said period, the court shall issue a warrant of possession unless satisfactory proof of payment is produce by the tenant

The Court finds for the Plaintiff in the amount of \$1,975.00, representing rent owed from December 2008 through May 31, 2009 and late fees.

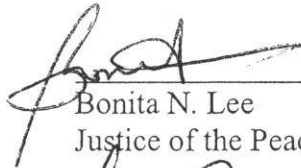
CONCLUSION

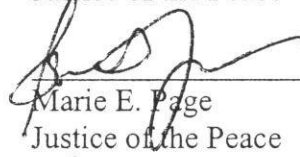
The Court rules for the Plaintiff \$1,975.00 plus \$40.00 court costs and post judgment interest at 5.5%.

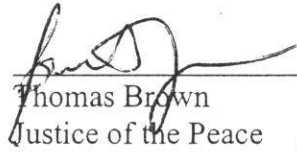
Pursuant to § 5716 and the findings of a good faith dispute the Defendant must pay the Judgment of \$1,975.00 plus \$40.00 court costs, a total of \$2,015.00 to the Plaintiff within 10 calendar days of this order to retain possession of the unit. If she does not, the Plaintiff may apply to the Court for a writ of possession when the 10-day period has expired.

(3)

IT IS SO ORDERED this 6th day of May, 2009.


Bonita N. Lee
Justice of the Peace


Marie E. Page
Justice of the Peace


Thomas Brown
Justice of the Peace

